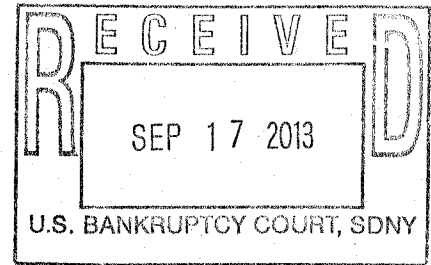


**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**



In Re:) Case No. 12-12020 (MG)
)
RESIDENTIAL CAPITAL, LLC, et al.,)

Debtors.)
)

**NOTICE OF OBJECTION TO PROPOSED DISALLOWANCE OR
EXPUNGEMENT OF CLAIM**

Freddie M. Scott

Claimant

September 14, 2013

BASIS OF CLAIM

PREDATORY LENDING through SUB-PRIME MORTGAGE SECURITIZATIONS

The above named Debtors through their family of affiliates, agents and representatives and associated companies have committed various **Tort Acts** against Claimant(s) in a **SCHEME OR ARTIFICE TO DEFRAUD** myself, family and others in their participation in the **SECURITIZATION OF MORTGAGES**. This created an environment which encouraged and supported the fabrication and **FALSIFICATION** of documents to support an ongoing pattern in which to maximize profits and benefits with no regard for the law.. The desire for huge profits led to plans and courses of action intended to deceive us, and to obtain, by false or fraudulent pretenses, representations, or promises, monies or property from persons so deceived as my husband and myself. All of this is in RE: Loan #(s) **0433330131/0733330131** Loan period: October 26, 2001 until **FULL RECONVEYANCE** in which Beneficiary has consented. (see attached **NOTICE OF RECONVEYANCE**) dated November 29, 2007.

STATEMENT OF FACTS

1. On October 26, 2001, We attended what we assumed would be Loan closing based on fully documented information supplied to the agents, representatives of **ALLY/GMAC/RFC** for a 30 year **FIXED RATE MORTGAGE** because of the **FACT** one of the co-borrowers was **DISABLED VETERAN** on a fixed income. The proper information was supplied, however the agent(s) and or representatives of **ALLY/GMAC/RFC (hereafter GMAC/RFC)** chose to **FALSIFY** the Application with the approval of the herein named **DEBTORS** to the detriment of claimant and family. We have attempted through the many years since October 26, 2001 to have his situation rectified. We later found that the agents and representatives of **GMAC** and

RESIDENTIAL FUNDING having **FALSIFIED** the application (**END OF STORY**) to show inaccurate and false income (\$10,000) per month for Freddie M. Scott, when it was documented on the application to be only about \$2,750.00 - \$2,900.00 per month. This along with the **DISABILITY INCOME OF VETERAN** Timothy W. Scott of \$2,988.00 constituted the income which qualified us for a fixed rate mortgage "only". We didn't know at the time that this was the type of situation in which Predatory Lending thrived. We now know we were targeted as (African Americans) considered to not be sophisticated enough to understand what was going on. The **PREDATORY** aspects of these type of loans have now been very well documented and verified. In the pursuit of the **SECURITIZATION** of **MORTGAGES** and the immense **PROFITS** to be attained and then obtained, left individuals like us with very little recourse for reparations. We didn't have the note at closing along with other documents which were not provided until later. The application which we later learned had been falsified and the promissory note was not available we were instructed to sign documents as of the Closing date of October 26, 2001. At the closing we were told that Timothy W. Scott's income was not needed and that he would take title only.

2. GMAC/RFC and affiliates sold adjustable rate mortgages without income verification and the falsification of applications. With advanced knowledge of prospective borrowers such as ourselves and the information provided manipulated that information to obtain a result most assuredly favorable to GMAC/RFC the intended contracted mortgage loan would absolutely be unserviceable by us because of the nature of **ADJUSTABLE RATE MORTGAGES** resetting for additional profit(s).
3. We were never informed that I (**Freddie M. Scott**) had in fact entered into an undisclosed investment contract and not a loan. Which was then and now a violation of TILA and the SEC. Without my knowledge I was converted from a borrower to a securities issuer.
4. On October 26, 2001 your agent(s) took my promissory note and monetized it by stamping on an **ALLONGE TO PROMISSORY NOTE**, without recourse to pay to the order of **RESIDENTIAL FUNDING CORPORATION**, By Scott Brooks, President of Stone Creek Funding Corp. Which was deposited as cash into a deposit account at a bank such as in the **ALLY/GMAC/RFC** affiliate family of companies in order to facilitate the securitization of assets. An **Act of CONVERSION . NOTE had not been signed**. The **ALLONGE** indicates a pay to the order of Scott Brooks without recourse on 10/26/01, but we didn't get the promissory note until **OCTOBER 30, 2001 @ 10:27 AM {FRAUD IN THE FACTUM}**
5. THE NOTE WAS ALTERED, VOIDING IT.
6. THE NOTE WAS POOLED WITH OTHERS AND SECURITIZED
7. THE NOTE HAD (CASH) VALUE BECAUSE OF MY SIGNATURE
8. THE NOTE HAS BEEN MULTI-FUNDED AND SOLD MULTIPLE TIMES
9. THE TRANSACTION ACCOUNT FOR THE CASH VALUE OF THE NOTE BELONGS TO **Freddie M. Scott and Timothy W. Scott**

10. THE NOTE, THEREFORE THE LOAN, HAS BEEN PAID AND SATISFIED
11. I (WE) FUNDED OUR OWN LOAN THROUGH MY SIGNATURE.
12. MY NOTE WAS THE BASIS OF THE ENTIRE TRANSACTION THROUGH SECURITIZATIONS. THE NOTE IS NULL AND VOID (ab initio)
13. THE NOTE BECAUSE IT WAS SECURITIZED, WAS INSURED THROUGH THE PSA AND OTHER VARIOUS MEANS SUCH AS CREDIT DEFAULT SWAPS AND OTHER INSURANCE. THE PSA WAS THE INSURANCE EXISTING TO PROTECT THE BANKS FROM DEFAULT.
14. THE NOTE HAS BEEN PAID AND THEREFORE; SATISFIED UNDER THE TERMS OF THE PSA.
15. THE NOTE AND DEED OF TRUST WERE NOT LEGALLY AND VALIDLY TRANSFERRED TO THE SECURITIZED TRUST, WHICH HELD THIS BUNDLED SECURITY.
16. THE RULES THAT GOVERN ANY TRANSFERS ARE DICTATED BY THE POOLING AND SERVICING AGREEMENT WHICH WE REQUESTED YEARS AGO. THE PROMISSORY NOTE AND SECURITY INSTRUMENT UNDER STATE LAW HAD TO BE TRANSFERRED BY PROPER INDORSEMENT. THIS NOTE AND DEED OF TRUST WAS TRANSFERRED AND INDORSED AND ASSIGNED AT LEAST TWICE TO DIFFERENT ENTITIES ON THE SAME DAY (OCTOBER 26, 2001). THE ORIGINAL NOTE IS NOT AVAILABLE AND WAS NOT AVAILABLE UNTIL AT LEAST OCTOBER 30, 2001 AND APPEARS TO HAVE BEEN BACKDRAFTED TO ACCOMMODATE SECURITIZATION PURPOSES
17. DEBTORS ROUTINELY AND SYSTEMATICALLY HAVE FAILED TO COMPLY WITH APPLICABLE STATE AND FEDERAL LAWS AND THE POOLING AND SERVICING AGREEMENTS FOR THE VALID TRANSFER OF NOTES AND SECURITY INSTRUMENTS
18. DEBTORS HAVING BEEN INVOLVED IN "ROBO-SIGNING AND THE FALSIFICATION OF SIGNATURES ASSIGNING MORTGAGES BACK TO SECURITIZED TRUSTS ALLEGEDLY THAT OWNED THEM.
19. THE SCHEME BASED ON FRAUD DID NOT WORK
20. THE FRAUDULENT, PREDATORY, SUB-PRIME LOANS WERE PACKAGED, BUNDLED AND SOLD OVER AND OVER AGAIN WITH **NO UNDERLYING RISKS** TO GMA/RFC BECAUSE OF INSURANCE AND CREDIT DEFAULT SWAPS
21. THE NOT SO "MORTGAGE BACKED SECURITIES BECAME TOXIC AND WE ARE WHERE WE ARE TODAY. THE BASIS FOR OUR CLAIM, DUE TO THE FACT INSTITUTIONAL INVESTORS HAVE REFUSED TO CONTINUE TO PURCHASE THE BONDS.

22. CLAIMANT(S) IS/ARE THE INJURED PARTY IN THIS MATTER
23. FREDDIE MAE SCOTT HAS NOT FAILED TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED AS EVIDENCED ON THE COMMERCIAL REGISTRY AT THE COLORADO SECRETARY OF STATE'S OFFICE, UCC-1 FINANCING STATEMENT
24. THERE WAS A LACK OF POSSESSION OF THE ORIGINAL NOTE DEMONSTRATING THE PROPER CHAIN OF TITLE AND ANY LEGAL RIGHT TO INITIATE AND OR FORECLOSE WHICH WAS ATTEMPTED IN 2004 AND 2008 AND SHOULD BE NOTED AS EVIDENCE OF FRAUD, THAT COUPLED WITH MISSING ASSIGNMENTS AND OR MULTIPLE ASSIGNMENTS IS FURTHER EVIDENCE OF THE EXISTENCE OF FRAUD.
25. FOR A VALID LOAN TO EXIST, BOTH PARTIES INVOLVED MUST INCUR A RISK. IF ONE PARTY HAS NO RISK, THERE IS NO EQUAL PROTECTION UNDER LAW.

PREDATORY LENDING CLAIMS

- Truth in lending Violations
- Original failure to give Notice of Right to Cancel
- Falsification of Uniform Residential Loan Application
- RESPA VIOLATIONS
- Equal Credit Opportunity Act violations

RECONVEYANCE

1. The Deed of trust or security instrument and the Promissory Note are Paid-Off due to the nature of the securitization process and the multiple pay outs of defaults in the loan (see page A 17. @ line 23). **Release.** *Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall produce for Trustee, duly canceled, all notes evidencing debts secured by this instrument. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recordation costs and the statutory Trustee's fees.*

CLAIMANT RELIEF CLAIMS

1. UNDER "Civil RICO" Federal Racketeering laws (18 U.S.C. 1964) GMAC/RFC as the "lender" may have established a "pattern of racketeering activity" by using the U.S. Mail more

- than twice to attempt to collect an unlawful debt and GMAC/RFC and affiliates may be in violation of 18 U.S.C. 1341, 1343, 1961 and 1962.
2. In the federal courts, it has been established that a National bank (ALLY) has no power to lend its credit to another by becoming surety, indorser, or guarantor for him. ***"Farmers and Miners Bank v. Bluefield National bank, 11 F 2d 83, 271 U.S. 669.***
 3. "A national bank has no power to lend its credit to any person or corporation..." *Bowen v. Needles National Bank 94 F 925, 36 CCA 553, certiorari denied in 20 S.ct 1024, 176 US 682, 44 LED 637.*
 4. A bank may not lend its credit to another, even though such transactions (securitizations) turns out to have been of benefit to the bank (ALLY and family of affiliates) ***Norton Grocery Co. v Peoples National Bank, 144 SE 505, 151 Va 195.***
 5. Any false representation of material facts with knowledge of falsity (falsified application) and with intent that it would be acted on by another in entering into contract, and which is so acted upon, constitutes "fraud", and entitles party deceived to avoid contract or recover damages." ***Barnsdall Refining Corn. V Birnam wood Oil Co. 92 F 2d 817.***
 6. "It is not necessary for rescission of a contract that the party making the misrepresentation should have known that it was false, but recovery is allowed even though misrepresentation is innocently made, because it would be unjust to allow one who made false representations, even innocently, to retain the fruits of a bargain induced by such representations" ***Whipp v Iverson, 43 Wis 2d 166.***

THROUGH THE LOOKING GLASS

The Banks and all surrounding and supporting entities, associates, affiliates and subsidiaries, ALLY, RESCORP, RESIDENTIAL FUNDING CORPORATION, GMAC MORTGAGE and any and all that have fed at the trough of so-called mortgage backed securitizations. The scheme has allowed you to steal the identity of investors and the REMIC trusts by issuing bonds into a "street name" but showing end of month statements to investors that they owned bonds and loans. After selling these loans multiple times and receiving insurance protection through credit default swaps and such to reduce any so-called losses these loans became worthless and now represented a liability to return all the money back because the so-called underlying loans were fraudulent and defective and the so-called profits generated were in actuality the proceeds of theft. This scheme and artifice to defraud and deceive was reliant on the continued purchase of what has turned out to be fraudulent and bogus mortgage bonds. With us caught in the middle of the great big "PONZI SCHEME" Read your own PSA's for the facts of the matter.

The files indicate the fraud and deception, the so-called allonges that have shown up in this case were never part of the transaction. You cannot sell a note apart from the mortgage (DOT) multiple times to different entities and ever have a proper chain of title evidenced.

Our Claim is valid and should not be denied, expunged or what ever else the legal mine field has laid out to deceive. This was part of a fraud that ultimately brought this nation to its knees in 2008. It is time out for all of this crap you people do to circumvent the law and justice and righteousness. We were placed into an adjusted rate mortgage fraudulently, it exploded it has caused on going financial damage and emotional distress. We did the right thing and followed the rules and should no longer have to suffer the consequences of the actions of the RESCORP/GMAC family of deceivers.

Return Addresses:

14450 E. 50th. Ave.
Denver, Colorado 80239

Ultimate authority to reconcile, settle, or otherwise resolve the claim on my behalf can be sent
to :

Timothy W. Scott
14450 E. 50th. Ave.
Denver, Colorado 80239
303.371.8274


Freddie M. Scott